

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 59620-0135  
Helena, MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

T.C. # SPB03-36B  
CELLULAR TELEPHONE

**This is a non-exclusive contract.**

	FROM	July 17, 2002	CONTRACT YEAR	NEW ( x )
	TO	June 30, 2005		RENEW (      )
VENDOR ADDRESS	Gold Creek Cellular of Montana Limited Partnership d/b/a as Verizon Wireless By Cellular Inc.Network, Its General Partner 100 West Railroad Street, Ste 300 Missoula, MT 59802			
ATTN:	See Attachment B for contact information and numbers			
PHONE:				
FAX:				

Prices: See Attachments

Delivery: 1 to 5 days

F.O.B.: Destination

Terms: Net 30 days

IFB/RFP No:  
RFP # 02-514B

**AUTHORIZED SIGNATURE**

**STATE OF MONTANA - TERM CONTRACT**

## **Standard Terms and Conditions**

**By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:**

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### **ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:**

The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the acts or omissions of the State, under this agreement.

Contractor's liability for injury to persons or property, including bodily injury, shall be limited to damages arising from its own negligent or intentional acts or omissions. Except in the case of bodily injury resulting from Contractor's own negligent or intentional acts or omissions, in no event shall either party be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd> under Reciprocal Preference.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT FOR BREACH :** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract. The State shall have the right to terminate this Agreement upon thirty (30) days written notice to Contractor if Contractor materially breaches this Agreement and fails to cure such breach upon thirty (30) days written notice of such breach to Contractor, if such breach is capable of being cured, or if Contractor takes any action which has a materially adverse effect on the State's rates, Calling plans or services under this Agreement.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract upon thirty (30) days written notice to Contractor if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The State acknowledges that Contractor is not the manufacturer of the wireless telephone units (“wireless phone(s)”). Contractor agrees to assign to the State any of the manufacturers’ consumer warranties received by Contractor with respect to the wireless phones, and Contractor will make available optional wireless phone warranty coverage as described in Section 8.0.4 of Contractor’s RFP response. In addition, Contractor warrants for the term of this Agreement that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect or Contractor will repair or replace such defective equipment during the term of the Agreement. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be similar in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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Revised 3/02

## **WIRELESS TELEPHONE SOLUTIONS - EQUIPMENT & SERVICES CONTRACT- VERIZON WIRELESS**

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Contract

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**WIRELESS TELEPHONE SOLUTIONS - EQUIPMENT & SERVICE CONTRACT-  
VERIZON WIRELESS**

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, Information Technology Services Division (hereinafter referred to as "ITSD"), on behalf of all state entities and the Montana University System, and Gold Creek Cellular of Montana Limited Partnership d/b/a as Verizon Wireless By Cellular Inc. Network, Its General Partner (hereinafter referred to as the "Contractor"). ITSD is located at Room 229 Mitchell Building, Helena, Montana 59620-0113 and the phone number is 406-444-2700. Contractor information is as follows:

Fed ID	81-0512877
Address	100 West Railroad Street, Ste 300 Missoula, MT 59802
Phone	(406) 829-6132
Fax	(406) 457-8480

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

(a) This contract (#SPB03-34B) shall take effect on July 17, 2002. The Contract shall terminate on June 30, 2005 unless terminated earlier in accordance with the terms of this Contract.

(b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals, or any interval that is advantageous to the State, for a period not to exceed ten (10) years total.

3. **SERVICES AND EQUIPMENT**

Contractor agrees to provide to the State of Montana the Wireless Telephone Equipment and Services described in this contract.

4. **CONSIDERATION/PAYMENT**

(a) In consideration for the equipment and services to be provided, state entity will pay within 30 days following a 30-day acceptance period, commencing the date the services and equipment are received and operational.

(b) ITSD or state entity may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to ITSD or state entity caused by the lack of performance.

5. **ACCESS AND RETENTION OF RECORDS**

(a) The Contractor agrees to provide ITSD, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA)

(b) The Contractor agrees to create and retain records supporting the services rendered for a period of three years with either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of ITSD. (Montana Code Annotated § 18-4-141.)

7. **FAVORABLE PRICES**

In the event Contractor generally reduces its commercially advertised rates for its similarly situated customers, the State may transfer its lines to the new rate plan provided the State meets all the requirements and all of the terms and conditions of the new rate plan. Special benefits incorporated in the current Agreement may not be applicable under the new rate plan.



8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, or omissions of services or in any way resulting from the acts or omission of the contractor the and/or its agents, employees, representatives, assigns, subcontractors, except the acts or omissions of the State, under this contract.

Contractor's liability for injury to persons or property, including bodily injury, shall be limited to damages arising from its own negligent or intentional acts or omissions. Except in the case of bodily injury resulting from Contractor's own negligent or intentional acts or omissions, in no event shall either party be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement.

9. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

10. CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of a Surety Bond in the amount of \$250,000 has to be received by the State Procurement Bureau before work can proceed under this contract. All contract performance security, except bond, will be returned to the contractor after successful completion of the contract. This security must remain in effect for the entire contract period including any extensions.

11. INSURANCE

**General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost, and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of work by the contractor, agents, employees, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act, or omission.

**Primary Requirements:** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations, premises owned, leased, occupied, or used.

**Certificate of Insurance:** A certificate of insurance, indicating compliance with the required coverage, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

12. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

13. INTELLECTUAL PROPERTY

(a) All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

14. COMPLIANCE WITH LAWS

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

15. CONTRACT TERMINATION

- (a) The State shall have the right to terminate this Agreement upon thirty (30) days written notice to Contractor if Contractor materially breaches this Agreement and fails to cure such breach upon thirty (30) days written notice of such breach to Contractor, if such breach is capable of being cured, or if Contractor takes any action which has a materially adverse effect on the State's rates, Calling plans or service under this Agreement. The State shall have no liability for Early Termination Fees ("ETFs") for lines of service terminated for material breach.
- (b) ITSD, at its sole discretion, may terminate or reduce the scope of this contract upon thirty (30) days written notice to Contractor if available funding is reduced for any reason. (Montana Code Annotated § 18-4-313(3).)
- (c) The term of service for each new State line of service will begin on the date service is activated on that State line of service and will continue for a term selected by the State for that State line of service (not less than one (1) year ("Customer Line Term")). The State will pay an ETF of up to one-hundred seventy-five dollars (\$175.00) for each new State line of service activated under this Agreement that is terminated prior to the expiration of the applicable Customer Line Term, subject to section 15(a).

16. LIAISON AND SERVICE OF NOTICES

Written notices or complaints will first be directed to the liaison.

(a) Contractor Liaison:

Area General Counsel  
Verizon Wireless  
Legal Department  
15505 Sand Canyon Ave  
Irvine, CA 92618  
(949)286-7003  
(949)286-7010 fax

(b) ITSD Operations Liaison:

Sibyl Govan  
Network Services Bureau  
Information Technology Services Division  
Room 203, Mitchell Building  
Helena, MT 59620-0113  
Telephone: (406) 444-1780  
(406) 444-5545

(c) ITSD Contract Management Liaison:

This Contract is managed by the Information Technology Services Division of the Department of Administration for the State of Montana in accordance with 2-17-501, MCA. Contract management inquiries and problems should be addressed to:

Doug Bermingham  
Procurement Services Bureau  
Information Technology Services Division  
Mitchell Bldg., Room 211  
Helena, MT 59620-0113  
Telephone: (406) 444-2913  
Fax: (406) 444-2701

17. MEETINGS

The Contractor is required to meet with ITSD personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract. Meetings will occur as problems arise and will be coordinated by ITSD. The Contractor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired.

However, at the contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings (two (2) consecutive missed or rescheduled meetings), or to make a good faith effort to resolve problems, may result in termination of the contract.

18. PROJECT MANAGEMENT AND IMPLEMENTATION

All project management and coordination on behalf of ITSD shall be through a single point of contact designated as the ITSD Project Manager. Contractor shall designate a Contractor Project Manager who will provide the single point of contact for management and coordination of contractor's work. All work performed pursuant to this contract shall be coordinated between the ITSD Project Manager and the Contractor Project Manager.

Sibyl Govan will be the ITSD Project Manager.

Denice Mohn will be the Contractor Project Manager.

ITSD Project Manager/Contractor Project Manager may not be changed without the written consent of the other Party, which consent may not be unduly or unreasonably withheld.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (See Montana Code Annotated § 18-1-401).

20. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of 15 numbered pages, Attachments A and B, and any additional pages as required, RFP #02-514B as amended and the contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

21. CONTRACTOR ASSESSMENT

The State may make assessments of the contractor's performance. This contract may be cancelled for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The Information Technology Services Division (ITSD) will make any final decision to cancel this contract based on the assessment and any related information, the contractor's response and the severity of any negative performance assessment. The contractor will be notified in writing with a justification of contract cancellation.

22. AGREEMENTS

The State will enter into **one-year** agreements for individual state employee plans under this contract when a new account is established and/or when new benchmark equipment is ordered.

23. CONTRACTOR MARKETING

Contractor will only market equipment and services as per the contract and approved by the ITSD. Contractor may market services **only** to the designated wireless telephone representative for each state entity. ITSD will name the state entity representatives and provide that list to the contractor.

24. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below:

Montana Department Of  
Administration –  
Information Technology  
Services Division

Gold Creek Cellular of Montana  
Limited Partnership d/b/a as  
Verizon Wireless By Cellular  
Inc.Network, Its General Partner  
100 West Railroad Street, Ste 300  
Missoula, MT 59802

Federal ID # 81-0512877

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Brian Wolf  
CIO

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Burnetta L. Tate  
West Area Vice President – Marketing  
and Sales Operations

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Date

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Date

Approved as to form and legal content:

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Legal Counsel                      Date  
Department of Administration

**WIRELESS TELEPHONE SOLUTIONS  
EQUIPMENT & SERVICES CONTRACT  
VERIZON WIRELESS  
Attachment A**



**STATE OF MONTANA RATE PLANS**

**07-12-2002**

**#1 - Low-Usage Plan (State of Montana Standard)**

**DGM4**

**\$10.99 per month**

Included Minutes: **105**

Per Minute Rate: **\$0.20**

Billing Increment: **30 second rounding; 1 minute minimum**

Included Features: **Voicemail, 3 Way Calling, Call Waiting, Call Forwarding, Free long distance in MT, Caller ID**

Includes choice of the following benchmark phones:

**Motorola v120c, zero cost and waived activation**

**Microtac 650, zero cost and waived activation ( analog handset available while supplies last)**

**Or any current digital phone at current activation pricing.**

**#2 - Normal Usage Plan (State of Montana Plus)**

**DGM5**

**\$19.99 per month**

Included Minutes: **330**

Per Minute Rate: **\$0.10**

Billing Increment: **30 second rounding; 1 minute minimum**

Included Features: **Voicemail, 3 Way Calling, Call Waiting, Call Forwarding, Free long distance in MT, Caller ID**

Includes choice of the following benchmark phones:

**Motorola v120c, zero cost and waived activation**

**Microtac 650, zero cost and waived activation ( analog handset available while supplies last)**

**Or any current digital phone at current activation pricing.**



\* Plans listed above pool minutes between all phones on the same account, in the same market area.

<b>America's Choice<sup>SM</sup></b>							
Monthly Access	\$35	\$45	\$55	\$75	\$100	\$150	\$200
Monthly Home Airtime Allowance	300 minutes	400 minutes	550 minutes	900 minutes	1,200 minutes	2,000 minutes	3,000 minutes
Per Minute Rate (After Allowance)	\$0.40	\$0.35	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20
<ul style="list-style-type: none"> <li>Domestic long distance is included.*</li> <li>Domestic roaming is \$0.69/minute.</li> </ul>							
<p><i>*Airtime charges apply. # Call delivery charge of \$0.15/minute applies to calls received while roaming.</i></p> <p><i>America's Choice<sup>SM</sup> Included features: Enhanced Voice Mail*<sup>++</sup>, Mobile Messenger<sup>SM+ ++</sup>, 411 Connect<sup>SM + ++</sup>, Caller ID<sup>++</sup>, Call Waiting*, Call Forwarding**<sup>++</sup>, No Answer/Busy Transfer**<sup>++</sup>, 3-Way Calling*, New Every Two<sup>SM+ ***</sup></i></p> <p><i>* Airtime charges apply to all calls simultaneously.</i></p> <p><i>Airtime charges apply to message retrieval.</i></p> <p><i>** Airtime and domestic long distance charges apply to forwarded/transferred calls even if you send the calls to wireline telephones.</i></p> <p><i>† See product brochure for details.</i></p> <p><i>†† Not available everywhere.</i></p>							

Monthly Access	\$25	\$35	\$45	\$55	\$75	\$100
Monthly Home Airtime Allowance	100 minutes	350 minutes	550 minutes	750 minutes	1,000 minutes	1,400 minutes
Home Airtime Per Minute Rate After Allowance	\$0.40	\$0.40	\$0.35	\$0.35	\$0.35	\$0.25
<ul style="list-style-type: none"> <li>Domestic long distance is \$0.15/minute from your Home Airtime Rate Area.*</li> <li>Domestic roaming is \$0.65/minute (includes domestic long distance charges).#</li> </ul>						
CDMA phone required.						












<b>SingleRate<sup>SM</sup> National</b>							
	SingleRate 150	SingleRate 400	SingleRate 600	SingleRate 900	SingleRate 1500	SingleRate 2000	SingleRate 3000
Monthly Access	\$35	\$55	\$75	\$100	\$150	\$200	\$300
Included Anytime Allowance	150 minutes	400 minutes	600 minutes	900 minutes	1500 minutes	2000 minutes	3000 minutes
Per Minute Rate (after Allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming	Included						
Domestic Long Distance	Included						

\* Plans listed above DO NOT pool minutes between all phones on the same account

**In the same market areas as with plans 1 and 2.**

*SingleRate<sup>SM</sup> National Included features: Basic Voice Mail w/Message Waiting Indicator\*  
<sup>++</sup>, Mobile Messenger<sup>SM+ ++</sup>, 411 Connect<sup>SM + ++</sup>, Caller ID<sup>+ ++</sup>, Call Waiting\*, Call  
Forwarding\*\* <sup>++</sup>, No Answer/Busy Transfer\*\* <sup>++</sup>, 3-Way Calling\**

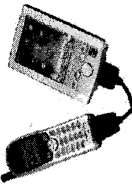

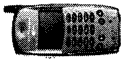
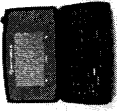
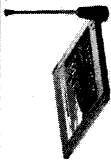
- \* Airtime charges apply to all calls simultaneously.  
Airtime charges apply to message retrieval.
- \*\* Airtime and domestic long distance charges apply to forwarded/transferred calls even if  
you send the calls to wireline telephones.
- † See product brochure for details.
- †† Not available everywhere.

Manufacturer	Audiovox	Kyocera			LG		Motorola		Nokia	Samsung	Motorola	Verizon
Phone Model	9155-GPX	2135	2235	3035e	TM510	VX1	V120	V60	3285	N300	Microtac 650	Z-800
												
1 Year Price	\$114.99	\$44.99	\$94.99	\$94.99	\$164.99	\$214.99	FREE	\$264.99	\$44.99	\$114.99	FREE	\$414.99
2 Year Price	\$84.99	\$14.99	\$64.99	\$64.99	\$134.99	\$184.99	FREE	\$234.99	\$14.99	\$84.99	FREE	\$384.99
Web Capable	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
Two way SMS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Express Network enabled	Yes	No	Yes	No	No	Yes	No	No	No	No	No	No
BREW Capable	No	No	No	Yes	No	No	No	No	No	No	No	Yes
Battery talk time	120 min	240 min	180 min	180 min	180 min	180 min	200 min	240 min	200 min	155 min	120 hours	180 min
Battery standby	150 hrs	150 hrs	120 hrs	120 hrs	200 hrs	110 hrs	300 hrs	240 hrs	110 hrs	120 hrs	24 hours	150 hrs
Weight	3.8	4.7 oz	4.34 oz	4.4 oz	4.23 oz	3.8 oz	4.5 oz	3.9 oz	4.95 oz	4.1 oz	6	4.24 oz
Display	7 line	5 line	5 line	8 line	5 line	5 line	3 line	3 line	3 line	5 line	3 lines	6 line
Memory locations	99	199	200	200	199	199	400	400	200	199	20	300
Voice-activated dialing	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	No	Yes
Vibrate option	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes
Distinctive ring	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	No	Yes
Event calendar/reminders	No	No	No	Yes	Yes	Yes	No	Yes	Yes	Yes	No	No
Speakerphone	Yes	No	No	Yes	No	No	No	No	No	No	No	No
To-do list	No	No	No	No	Yes	No	No	Yes	Yes	Yes	No	No
Voice memo recorder	No	No	No	Yes	Yes	No	No	Yes	No	No	No	No
Color faceplates	Yes	Yes	No	No	No	No	No	No	Yes	No	No	No
E-911 capable	Yes	No	No	No	No	No	No	No	No	Yes	No	No
Mobile Office Kit available	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	No	No
Optional Headset available for phone	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	With adapter	Yes	No	Yes
Optional Handsfree Car Kit available for phone	Yes	Yes	Yes	Yes	Yes	Zero-Install	No	Yes	Yes	No	Yes (limited supply)	No

### Dial 800-942-2060 for additional information!

Phones come with Lithium Ion battery (Nokia 3285 comes with a Lithium Polymer batter) A/C Charger and 1 Year Manufacturer's Warranty Offer requires a one or two year service agreement with Verizon Wireless. Some restrictions may apply and airtime and equipment rates subject to change without notice. While supplies last.

# Business to Business Digital Equipment Pricing July 2002

Manufacturer	Audiovox	Toshiba	Kyocera	Motorola	Sierra Wireless
Phone Model					
1 Year Price	\$614.99	\$814.99	\$264.99	\$214.99	\$314.99
2 Year Price	\$584.99	\$784.99	\$234.99	\$184.99	\$284.99
Web Capable	Pocket IE (PPC) Yes (9100)	Yes	HTML Only	Yes/4 x	N/A
Two way SMS	Yes	Yes	No	Yes	Yes
Express Network enabled	No	Yes	No	No	Yes
Battery talk time	168 min	80 min	270 min	150 min	Device Based
Battery Standby	170 hrs	8 hrs	110 hrs	245 hrs	Device Based
Weight	5.8 oz (PPC) 3.8 oz (9100)	7 oz	7.34 oz	6.22 oz	1.41 oz
Display	240x320 (PPC) 6 line (9100)	240 x 310	160 x 160	8 line	5 line (Software)
Memory locations	32MB (PPC) 59 (9100)	Address Date Book	500+	400	n/a
Voice-activated dialing	No	No	No	Yes	No
Vibrate option	Yes (9100)	Yes	Yes	Yes	No
Distinctive ring	No	No	Yes	No	No
Event calendar/ reminders	Yes (PPC)	Yes	Yes	Yes	No
Speakerphone	Yes (One-Way)	Yes	Yes	Yes	No
Alarm clock	Yes (9100)	Yes	Yes	Yes	No
To-do list	Yes (PPC)	Yes	Yes	Yes	No
Voice memo recorder	Yes (PPC)	Yes	Yes	Yes	No
Color faceplates	Yes (9100)	No	No	No	No
E-911 Capable	No	No	No	No	No
Mobile Office Kit available	Included	N/A	Yes	Yes	Yes
Optional Headset available for phone	Yes	Yes	Yes	Yes	Yes
Optional Handsfree Car Kit available for phone	Yes	No	No	No	No

Phones come with Lithium Ion battery (Nokia 3285 comes with a Lithium Polymer battery), AC Charger and 1 Year Manufacturer's Warranty. Add \$7.00 sh to price of equipment. Offer requires new one or two year service agreement and 5 line commitment with Verizon Wireless. Equipment prices offered are for NEW ACTIVATIONS ONLY. Some restrictions may apply and equipment rates subject to change without notice. While supplies last. Offer expires 7/31/02.

Attachment A page 4

**verizon**wireless  
We never stop working for you.

Kim070102

**Attachment B**  
**Verizon Wireless Contact Sheet for the State of Montana**

**Denice Mohn, Vendor Project Manager**

**Helena, MT**

**1-800-942-2060 Option 1**

406-457-8480 Fax

[Denice.Mohn@verizonwireless.com](mailto:Denice.Mohn@verizonwireless.com)

Denice is your contact for ordering new service, phones and accessories, new product training, and questions regarding the contract and addendum's.

**Kelda Hook, Account Specialist**

**Bellevue, Washington**

**1800-942-2060 Option 2**

425-603-5022 Fax

[Kelda.Hook@verizonwireless.com](mailto:Kelda.Hook@verizonwireless.com)

Kelda is your contact for billing issues.

**Kristin Wirth, Marketing Assistant**

**Missoula, MT**

**1-800-942-2060 Option 3**

406-459-1589 Fax

[Kristin.Wirth@verizonwireless.com](mailto:Kristin.Wirth@verizonwireless.com)

Kristin is your contact for technical support, warranty issues and equipment upgrades.

**Customer Service 888-466-4646 or \*611 on your cell phone.**

For customer support and technical assistance.

**Amendment Number 1 to  
State of Montana Wireless Telephone Solutions- Equipment and Services Contract –  
Verizon Wireless #SPB03-36B**

State of Montana, Department of Administration, Information Technology Services Division, (“the State”) and Gold Creek Cellular of Montana Limited Partnership d/b/a as Verizon Wireless By Cellular Inc. Network, Its General Partner (the “Contractor”) hereby enter into this Amendment number 1 to State of Montana Wireless Telephone Solutions- Equipment and Services Contract – Verizon Wireless #SPB03-36B executed on July 30, 2002.

**1. PURPOSE OF THIS AMENDMENT:** The purpose of this amendment is to:

- 1) Correct an error found in Attachment A, page 3 of the original contract document.
- 2) To replace in its entirety Attachment A, page 3 with the attached replacement page, dated August 22, 2002.

**2. TERMS AND CONDITIONS:** Except as stated herein, all other terms and conditions of this Underlying Agreement apply to this Amendment number 1.

**3. EXECUTION:** The parties through their authorized agents have executed this contract Amendment number 1 on the dates set out below:

Montana Department Of  
Administration –  
Information Technology  
Services Division

Gold Creek Cellular of Montana  
Limited Partnership d/b/a as  
Verizon Wireless By Cellular  
Inc. Network, Its General Partner  
100 West Railroad Street, Ste 300  
Missoula, MT 59802

\_\_\_\_\_  
Brian Wolf  
CIO

\_\_\_\_\_  
Burnetta L. Tate  
West Area VP Marketing& Sales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal content:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date